

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of )  
GMW Fire Protection, Inc., an Alaska )  
Corporation, )

Plaintiff, )

vs. )

KANAG'IQ CONSTRUCTION CO., )  
INC., an Alaska Corporation, and )  
WESTERN SURETY COMPANY, a )  
South Dakota Corporation, )

Defendants. )

3:05-cv-170 TMB

**SPECIAL VERDICT FORM**

We, the jury in the above-captioned case, find the following special verdict submitted to us in the above-captioned case:

**DAMAGES**

It is the duty of the Court to instruct you about the measure of damages. By instructing you on damages, the Court does not mean to suggest for which party your verdict should be rendered.

It is for you to determine what damages, if any, have been proved.

Your award, if any, must be based upon evidence and not upon speculation, guesswork or conjecture.

1. If you find that neither GMW nor Kanag'iq was damaged, check the following box:

☐ No damages awarded

The foreperson should sign the verdict form and you need answer no further questions.

Otherwise, proceed to questions 2 and 3.

2. If you find for GMW, you must determine GMW's damages. GMW has the burden of proving damages by a preponderance of the evidence. Damages means the amount of money that will reasonably and fairly compensate GMW for any injury you find was caused by Kanag'iq. You should determine the following:

The amount due to GMW:

Answer \$ 533,848.77

3. If you find for Kanag'iq, you must determine Kanag'iq's damages. Kanag'iq has the burden of proving damages by a preponderance of the evidence. Damages means the amount of money that will reasonably and fairly compensate Kanag'iq for any injury you find was caused by GMW. You should determine the following:

The amount due to Kanag'iq:

Answer \$ 0

DATED at Anchorage, Alaska this 28 day of January, 2008.

**REDACTED SIGNATURE**

Foreperson of the Jury